

RECORDATION NO. 28010 -TTTTT  
FILED

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SURFACE TRANSPORTATION BOARD

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November 1, 2011

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423

Dear Section Chief

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Termination and Release of Security Interest, dated as of October 31, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to Memorandum and Restated Comprehensive Memorandum of Security Agreements previously filed with the Board under Recordation Number 28010-YYYYY

The name and address of the party to the enclosed document are

Secured Party      Bank of America, N.A., as Collateral Agent  
901 Main Street, 14<sup>th</sup> Floor  
Dallas, Texas 75202

[Grantors.      The CIT Group/Equipment Financing, Inc  
The CIT Group/Corporate Aviation, Inc.  
c/o CIT Group Inc  
1 CIT Drive  
Livingston, NJ 07039]

Chief, Section of Administration  
November 1, 2011  
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A description of the railroad equipment covered by the enclosed document  
is:

6 railcars RELEASED. CEFX 151863, CEFX 152254, CEFX  
152255, CEFX 152437, CEFX 152472 and CEFX 152474

A short summary of the document to appear in the index is

Partial Termination and Release of Security Interest

Also enclosed is a check in the amount of \$41.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned

Very truly yours,



Edward M. Luria

EML/sem  
Enclosures

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PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST

SURFACE TRANSPORTATION BOARD

The undersigned, BANK OF AMERICA, N.A., as Administrative Agent and the Collateral Agent (as defined in the Security Agreement described below) for the Secured Parties (in such capacity, the "Collateral Agent"), does hereby terminate, release and discharge the security interest held by it on that certain railroad equipment identified on Exhibit A attached hereto (the "Released Equipment"), without recourse, representation or warranty

Such security interest was granted pursuant to that certain Collateral Agreement, dated as of August 25, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which, among other things, The CIT Group/Equipment Financing, Inc., The CIT Group/Corporate Aviation, Inc. and C.I.T. Leasing Corporation (collectively, the "Grantors"), granted to the Collateral Agent (including any successor collateral agent), for the benefit of the Secured Parties, a lien on, and security interest in, all of its right, title and interest in, to and under, *inter alia*, certain of each such Grantor's railcars and other rolling stock, whether now owned or hereafter acquired, a Memorandum of which was recorded with the Surface Transportation Board under Recordation No. 28010-YYYYY.

This instrument shall be governed by, and construed in accordance with, the law of the State of New York

This instrument is executed upon the express conditions that (a) nothing herein contained shall be construed to release from the lien of the aforesaid Security Agreement or to impair said lien upon any property subject thereto, except the Released Equipment and (b) the foregoing release shall not apply to the proceeds of the disposition of the Released Equipment. Except as provided above, the Collateral Documents as defined in the Credit Agreement remain in full force and effect. Nothing contained in this instrument will be construed as a release, waiver or amendment of any provision of any Collateral Document as defined in the Credit Agreement other than as expressly provided above.

*[Signature pages follow]*

BANK OF AMERICA, N.A.,  
as Collateral Agent

By Robert P. Patel

Name: ROBERT P. PATEL

Title: VICE PRESIDENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me to be the person who executed the within instrument as the \_\_\_\_\_ of BANK OF AMERICA, N.A. and acknowledged to me that the corporation executed it.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**Exhibit A**

Six (6) covered hopper cars, marked and numbered as follows:

	<b><u>Mark</u></b>	<b><u>Number</u></b>	<b><u>EIN</u></b>
1	CEFX	151863	151863
2	CEFX	152254	152254
3	CEFX	152255	152255
4	CEFX	152437	152437
5	CEFX	152472	152472
6	CEFX	152474	152474

CERTIFICATION

I, Edward M Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated 11/1/11

Edward M Luria  
Edward M. Luria